Cherokee County Board of Commissioners Regular Meeting Agenda

January 6, 2020 6:30 P.M.

- I. Call to Order
- II. Ethics Statement "Members of the County Board of Commissioners are advised, hereby, of their duty under the Local Government Ethics Act".
- III. Invocation
- IV. Pledge of Allegiance
- V. Modification of Agenda
- VI. Agenda Adoption
- VII. Public Forum
- VIII. Minutes-November 18, 2019 and December 2, 2019
 - IX. Finance and Budget
 - a) Budget Revision for Use of Contingency to Repair Tables and Benches at Konehete Park
 - b) Budget Revision for Schools Request to Use Designated Sales Tax for Multiple Projects
 - c) Amendment to Audit Contract to Modify Due Date (Auditors requested this extension due to various staffing issues)
 - d) Budget Revision for Use of Contingency to Replace Computers at Health Department (Current computers are old and not compatible with Windows 10 upgrade, which is required for HIPPA compliance)
 - e) Amended Capital Project Ordinance for Landfill Phase 5
 - f) Budget Revision for Use of Fund Balance for Purchase of New Voting Machines

X. New Business

- a) Tax Releases
- b) Tax Refunds
- c) NCVTS Report
- d) EMS Vehicle Request
- e) Request to Waive Interest on Delinquent Tax Account

- f) Proclamation Recognizing January as National Radon Action Month
- g) Request by NC League of Women Voters-Resolution Commemorating the 100th Anniversary of a Woman's Right to Vote.
- XI. County Manager Items
- XII. Chairman/Commissioner Items
- XIII. Closed Session-143-318.11 (a) 5-To discuss terms of a proposed contract, and terms of a proposed contract for the acquisition of real property by purchase.
- XIV. Adjourn

Cherokee County Board of Commissioners Regular Meeting Minutes November 18, 2019 6:30 P.M. Cherokee County Courthouse

Members present: Gary Westmoreland, Chairman; Roy Dickey, Vice-Chairman; Cal Stiles, member; Dr. Dan Eichenbaum, member; and C.B. McKinnon, member.

Staff present: Randy Wiggins, County Manager; Maria Hass, Asst. County Manager and Clerk to the Board; Candy Anderson, Finance Officer; and Darryl Brown, County Attorney.

Meetings are recorded by Local TV 4 and WKRK Radio Facebook Live.

I. Call to Order

II. Ethics Statement

Ethics statement read by Chairman.

III. Invocation

IV. Pledge of Allegiance

V. Modification of Agenda

Motion made by Commissioner Eichenbaum to remove Item (e) (Budget Revision for Murphy Senior Center Roof Replacement). Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner McKinnon to add a budget revision for schools use of sales tax as Item (f) under Budget and Finance, and to move Item (b) (Mike Lindsay-Airport Lease Extension Request) under New Business after Closed Session. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

VI. Agenda Adoption

Motion made by Commissioner Dickey to adopt the agenda as modified. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner Stiles to close the public hearing. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

VII. Public Forum-Grace Frederick spoke about crime in Cherokee County and shared her concern for the safety and security of citizens.

VIII. Minutes

Motion made by Commissioner Stiles to approve the minutes of October 21, 2019. Motion seconded by Commissioner Dickey. Motion passed unanimously.

IX. Finance and Budget

Motion made by Commissioner McKinnon to approve a budget revision for use of contingency for repairs to airport runway lights. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

Motion made by Commissioner Stiles to approve a budget revision for additional State funds which were received for Foster Child Adoption Assistance. Motion seconded by Commissioner Dickey. Motion passed unanimously.

Motion made by Commissioner Eichenbaum to approve a budget revision for use of designated sales tax for Cherokee County Schools purchase of property for School of Innovation. Motion seconded by Commissioner Westmoreland. Voting in favor of the Motion was Commissioners Eichenbaum, Westmoreland, Dickey and McKinnon. Voting against the Motion was Commissioner Stiles. Motion passed 4-1.

Motion made by Commissioner McKinnon to approve a budget revision for use of contingency to install a camera system at Valley River Park. Motion seconded by Commissioner Dickey. Motion passed unanimously.

Motion made by Commissioner McKinnon to approve the Health Department's updated birth control fee schedule. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously. A copy of the fee schedule is attached hereto and incorporated as a part of these minutes.

Motion made by Commissioner Dickey to approve a budget revision for schools use of sales tax for multiple schools projects. Motion seconded by Commissioner Stiles. Motion passed unanimously.

X. New Business

Sarah Thompson, Executive Director of Southwestern Commission, came before the Board to share the Commissions annual report.

Motion made by Commissioner Eichenbaum to approve the tax releases. Motion seconded by Commissioner Dickey. Motion passed unanimously.

Motion made by Commissioner Dickey to approve the tax refund report. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner Stiles to adopt the 2020 Schedule of Values. Motion seconded by Commissioner Dickey. Motion passed unanimously.

Motion made by Commissioner Eichenbaum to approve the airport lease between the County and Mr. Gayland Trull d/b/a Western Carolina Aviation, LLC. Motion seconded by Commissioner Westmoreland. Voting in favor of the Motion was Commissioners Eichenbaum, Westmoreland, Dickey and McKinnon. Voting against the Motion was Commissioner Stiles. Motion passed 4-1.

Motion made by Commissioner McKinnon to approve a camera system for 24/7 access at the Hanging Dog Convenience site. Motion seconded by Commissioner Eichenbaum. Voting in favor of the Motion was Commissioners McKinnon, Eichenbaum, Westmoreland, and Dickey. Voting against the Motion was Commissioner Stiles. Motion passed 4-1.

The county manager shared the landfill update, as provided by the landfill director.

XI. Closed Session

Motion made by Commissioner Eichenbaum to go into closed session, pursuant to 143-318.11 (a) (3) to consult with the county attorney in order to protect attorney-client privilege. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

While in closed session, the Board discussed the Hogan case, and contractual matters.

After returning to open session, a Motion was made by Commissioner Eichenbaum to extend Mike Lindsay's hangar lease to 2039. Motion seconded by Commissioner Dickey. Voting in favor of the Motion was Commissioners Eichenbaum, Dickey, Westmoreland and Stiles. Voting against the Motion was Commissioner McKinnon. Motion passed 4-1.

XII. Adjournment

There being no further business, a Motion was made by Commissioner Stiles to adjourn. Motion seconded by Commissioner Dickey. Motion passed unanimously. Meeting adjourned at 8:30 PM.

Attachment to November 18,2019 Minutes

·						
340b Birth Control Method Ortho TriCyclen (TriSprintec) Ortho TriCyclen Lo (TriLo Marzia) Cyclafem (Nortrel) Ortho Micronor Junel Fe Cryselle Nuvaring Total Depo Pricing	Per unit cost \$2.85 \$0.98 \$3.11 \$20.15 \$1.64 \$2.96 \$2.80	Amount Used 1/1/2018 - 12/31/2018	278 25 235 28 84 27 42 719	+= ,		40
Depo Provera 150mg		340b cost/Acquision Cost		Medicaid will be charged	Private Insurance/Self-pay will be charged	
Depo Provera 104mg			0.01	\$0.01	\$0.33 per unit or \$49.50	
-			8.39	8.39	\$0.48 per unit or \$49.92	
Plan B Pricing		•				
Emergency Contraception Acquisition Cost and Private Insurance/Self-Pay Cost	\$3.69			Medicaid and Private Insurance/Self-Pay will all be charged \$3.69	-	
LARCs						
Nexplanon Mirena Skyla	\$425.38 \$301.53 \$423.36		\$917.00 \$928.00 \$845.00			
Paragard	\$239.48		\$826.00			

\$707.00

Cherokee County Board of Commissioners Organizational and Regular Meeting Minutes

December 2, 2019 6:30 P.M. Cherokee County Courthouse

Members present: Gary Westmoreland, Chairman; Roy Dickey, Vice-Chairman; Cal Stiles, member; Dr. Dan Eichenbaum, member; and C.B. McKinnon, member.

Staff present: Randy Wiggins, County Manager; Maria Hass, Asst. County Manager and Clerk to the Board; Candy Anderson, Finance Officer; and Darryl Brown, County Attorney.

- I. Call to order
- II. Ethics Statement

The Chairman reminded the Board of their duty under the Local Government Ethics Act".

- III. Invocation
- IV. Pledge of Allegiance
- V. Organizational Meeting

Nomination of Chairman

Current Chairman, Commissioner Westmoreland called for nominations for Chairman of the Board. Commissioner Westmoreland made a Motion to nominate Commissioner Roy Dickey, current Vice-Chairman as Chairman of the Board. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Nomination of Vice-Chairman

A Motion was made by Commissioner Eichenbaum to appoint Commissioner McKinnon as Vice-Chairman. Motion seconded by Commissioner Westmoreland. Commissioner Stiles opposed saying that the board is not following board protocol and he should be next in line for Vice-Chairman as the position should be rotating so that all board members have an opportunity to serve. Voting in favor of the Motion was Commissioners Eichenbaum, Westmoreland, Dickey and McKinnon. Voting against the Motion was Commissioner Stiles. Motion passed 4-1.

VI. Modification of Agenda

There were no modifications to the agenda.

VII. Agenda Adoption

Motion made by Commissioner Eichenbaum to approve the agenda. Motion seconded by Commissioner McKinnon. Motion passed unanimously.

VIII. Public Forum

Jim Bent, Chairman of Cherokee County Senior Games and member of Valley River Picklers came before the Board to request use of the armory for pickleball during inclement weather. No action was taken by the Board.

IX. Minutes-November 4, 2019

Motion made by Commissioner McKinnon to approve the meeting minutes of November 4, 2019. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

X. Finance and Budget

Motion made by Commissioner Eichenbaum to award the Murphy Senior Center Roof bid to Cox Roofing, low bidder. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner McKinnon to approve a budget revision for material and tools for the maintenance shop at the old Cherokee Well property. Motion seconded by Commissioner Eichenbaum. Commissioner Stiles opposed, asking the Board to wait and look at the possibility of selling the Cherokee Well property, the old post office building and the armory and building a new facility on the County's property by the Sheriff's department. Commissioner Eichenbaum said it doesn't make since to build when the County can renovate. Voting in favor of the Motion was Commissioners McKinnon, Eichenbaum and Dickey. Voting against the Motion was Commissioners Stiles and Westmoreland. Motion passed 3-2.

XI. New Business

Motion made by Commissioner McKinnon to approve the tax releases. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

Motion made by Commissioner Westmoreland to approve the tax refund report. Motion seconded by Commissioner Stiles. Motion passed unanimously.

Motion made by Commissioner Eichenbaum to approve the NCVTS report. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

The county manager provided a landfill update.

Motion made by Commissioner Stiles to reappoint Eddie Allen as Cherokee County Tax Assessor for a term of four (4) years. Motion seconded by Commissioner Eichenbaum. Motion passed unanimously.

XII. Chairman/Commissioner Items

Chairman Dickey wished everyone a Merry Christmas and a Happy New Year. All board members expressed the same.

XIII. Adjournment

There being no further business to come before the Board, a Motion was made by Commissioner Stiles to adjourn. Motion seconded by Commissioner Westmoreland. Motion passed unanimously.

Meeting adjourned at 6:47 P.M.

Maria Hass

From:

Randy Wiggins <randy.wiggins@cherokeecounty-nc.gov>

Sent:

Thursday, December 19, 2019 8:16 AM

To:

Maria Hass; Candy R. Anderson

Cc:

Phillip Davis

Subject:

FW: TABLE REPAIR

Please place this on the agenda for 1/6 as a use of contingency budget revision. Hippie has asked that PeeWee go ahead and get this done to be ready for Spring which is of course before the next budget would begin.

Randy Wiggins County Manager 75 Peachtree Street Murphy, NC 28906

Office: 828-837-5527 x.815

Fax: 828-837-9684 Cell: 828-361-2501

randy.wiggins@cherokeecounty-nc.gov

From: Phillip Davis

Sent: Thursday, December 19, 2019 8:03 AM

To: Randy Wiggins < randy.wiggins@cherokeecounty-nc.gov>

Subject: TABLE REPAIR

Randy, The cost to repair ALL PICNIC TABLES AND BENCHES IN THE PARK IS approximily \$800 to \$850 for lumber 2x10x8 pressure treated lumber and bolts, washers and nuts.

Thanks

Phillip "Peewee" Davis
Director of Parks & Recreation
Cherokee County NC



CHEROKEE COUNTY

75 Peachtree Street Murphy, NC 28906 825-837-5527

Randy Wiggins, County Manager Candy R. Anderson, Finance Officer Darryl Brown, County Attorney

Board of Commissioners Roy Dickey, Chairman C.B. McKinnon, Vice Chairman Dan Eichenbaum Cal Stiles **Gary Westmoreland**

<u>BUDGET REVISION</u>

1/6/2020

(DECREASE) INCREASE

(850.00)850.00

Contingency 1096121-43510 **Facility Maintenance**

1099800-48880

Repair all picnic tables and benches in Murphy Recreation Park.

Chairperson 1/6/2020



CHEROKEE COUNTY

75 Peachtree Street Murphy, NC 28906 825-837-5527

Randy Wiggins, County Manager Candy R. Anderson, Finance Officer Darryl Brown, County Attorney **Board of Commissioners**

Roy Dickey, Chairman C.B. McKinnon, Vice Chairman Dan Eichenbaum Cal Stiles Gary Westmoreland

<u>BUDGET REVISION</u>

1/6/2020

(DECREASE) INCREASE

1010000-39993 1095911-46348 School Designated FB ***(See Balance Below)

Article 46 Sales Tax Expense

64,295.00 64,295.00

*** School Designated Article 46 Bal (as of 12/16/19)
Less: Requested Expenses
New School Designated Fund Balance

957,908.16 (64,295.00) 893,613.16

Use of Designated Article 46 School Sales Tax Fund Balance for various school projects (see attached).

Chairperson 1/6/2020



911 Andrews Road, Murphy, NC 28906 (828) 837-2722 Fax (828) 837-5799

www.cherokee.k12.nc.us

December 11, 2019

Ms. Candy Anderson, Finance Officer Cherokee County 75 Peachtree Street Murphy, NC 28906

Re: Use of 1/4 Cent Sales Tax Funds

Dear Ms. Anderson,

The Board of Education, at its December 11, 2019 meeting, approved a budget amendment to use ½ cent sales tax funds in the amount of \$64,295 as follows pending approval of the Commissioners:

1.	Tripps Outback	
_	a. Martin's Creek septic pumping (add't)	\$15,000
2.	Synovia	+ ,
	a. School Bus route GPS and driver login systems	\$32,460
3.	Cisco Systems Capital	Ψ52,400
	a. Lease payment for network switches	\$16,835

Please add these items to the agenda for consideration of approval at the next Commissioners Meeting.

Thank you,

Jeff Tatham Board Chair

Cherokee County Board of Education

LGC-205 Amendment

AMENDMENT TO CONTRACT TO AUDIT ACCOUNTS

Rev. 7/2019

П

vvhereas	Primary Government Unit									
	Cherokee County									
and	and Discretely Presented Component Unit (DPCU) (if applicable)									
and Auditor										
	Turner & Company CPAs	P.A.								
entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)										
for	Fiscal Year Ending 06/30/19	and originally due on	Audit Report Due Date 10/31/19							
hereby agre	ee that it is now necessary	$^\prime$ that the contract be modified	d as follows.							
CONT. PC.		Original due date	Modified due date							
	tion to due date:	10/31/19	01/31/20							
☐ Modificat	tion to fee:	Original fee	Modified fee							

EXPLANATION OF MODIFIED CONTRACT TERMS

Please provide an explanation for the modification to due date and/or fees.

The delay was and continues to be in part due to the following:

- Loss of additional audit personnel
- Time necessary to train new audit personnel
- A pipe burst in the home of the audit partner at the end of October
- Father of audit partner and a partner in the firm had a heart attack the beginning of November
- Mother of audit manager suffered a broken hip before Thanksgiving

If the amendment is submitted to extend the due date, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years.

All events leading up to the delay were unexpected and not within our control. We do not anticipate late filings of audits in subsequent years.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

A	
Audit Firm*	
Turner & Company CPAs P.A.	
Authorized Firm Representative* (typed or printed)	Signature* // / / / / / / / / / / / / / / / / /
Holly M. Turner, CPA	Holly M. Lum, COA
Date*	Email Address
12/09/19	holly@myturnercpa.com
GOVERNME	ENTAL UNIT
	INTAL ONIT
Governmental Unit*	
Cherokee County	
Date Primary Government Unit Governing Board A	pproved
Amended Audit Contract* (If required by governing board poli	
Mayor/Chairperson* (typed or printed)	Signature*
Roy Dickey, Chairman	
Date	Email Address
	roy.dickey@cherokeecounty-nc.gov
Chair of Audit Committee (typed or printed, or "NA")	Signature
N/A	
Date	Email Address

Date Email Address

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE *ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT*

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

Primary Governmental Unit Finance Officer* Candy R. Anderson, CPA, Finance Officer	Signature*
Date of Pre-Audit Certificate*	Email Address* candy.anderson@cherokeecounty-nc.gov

SIGNATURE PAGE – DPCU (complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy))
DPCU Chairperson (typed or printed)	Signature
Date	Email Address
Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU - PRE-AUDIT CERTIFICATE *ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT*

(Pre-audit certificate not required for charter schools or hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address



CHEROKEE COUNTY

75 Peachtree Street Murphy, NC 28906 825-837-5527

Randy Wiggins, County Manager Candy R. Anderson, Finance Officer Darryl Brown, County Attorney Board of Commissioners
Roy Dickey, Chairman
C.B. McKinnon, Vice Chairman
Dan Eichenbaum
Cal Stiles
Gary Westmoreland

<u>BUDGET REVISION</u>

1/6/2020

(DECREASE) INCREASE

1099800-48880 1095100-45050 Contingency

Capital Assets < \$5000

(29,900.00) 29,900.00

Replace older Health Department computers that could not be upgraded to Windows 10 in order to be HIPPA compliant.

Chairperson 1/6/2020

Candy R. Anderson

From: Sent: To: Cc: Subject:	Wayne Sullivan <wsullivan@mesco.com> Monday, December 16, 2019 4:33 PM Candy R. Anderson Randy Wiggins Re: Cherokee County - Landfill Phase 5 Budget</wsullivan@mesco.com>
Candy,	
Permitting is \$290,855.41 and	if we can get an additional \$10,000 (\$210,000) for Engineering, it would help.
Thanks and have a nice day.	
On Mon, Dec 16, 2019 at 4:22	PM Candy R. Anderson < candy.anderson@cherokeecounty-nc.gov > wrote:
Hi Wayne,	
Since this is a capital project ord 6 th meeting requesting to use cor	linance, my only option is to present an amendment to the commissioners at our January ntingency to increase the permitting and engineering expense lines.
We currently have an approved to be me what these budgets need to be	budget of \$250,000 for permitting and \$200,000 for engineering. Can you confirm for ee to carry us to the end of the project?
Thank you,	
Candy R. Anderson, CPA, CGM	'A
Finance Director/Officer	
Cherokee County, NC	
Cherokee County Courthouse	
75 Peachtree Street, Suite 211	
Murphy, NC 28906	
(828) 837-2130	

Capital Project Ordinance (Amended)

For the Landfill Phase 5 Construction Project

Cherokee County, North Carolina

Be It Ordain	NED by the Governing Board of the Coun of Chapter 159 of the General Statu hereby adopted:	unty, North Carolina that, pursuant to Sectic lina, the following capital project ordinance i	n 13.2 s					
SECTION 1:	The project authorized is the permitti Solid Waste facility located in Marble	ng and constructi , North Carolina.	on of the landfill cell phase 5 at Cherokee Co	ounty's				
Section 2:	The officers of this unit are hereby dinherein.	rected to proceed	with the capital project within the budget co	ntained				
SECTION 3:	The following amounts are appropriat	ted for the project	· :					
	Construction	\$	3,027,875					
	Permitting	·	290,856					
	Engineering		210,000					
	Contingency		43,152					
	Total	\$	<u>3,571,883</u>					
Section 4:	The following revenues are anticipate Transfer from General Fund	ed to be available t	to complete this project: 3,571,883					
Section 5:	The Finance Officer is hereby directed accounting records to satisfy the requ	d to maintain with uirements of Fede	in the Capital Project Fund sufficient specific ral and State regulations.	: detailed				
Section 6:	The Finance Officer is directed to repo Section 3 and on total revenues recei		basis, the financial status of each project el	ement in				
SECTION 7:	The Budget Officer is directed to inclu to this capital project in every budget		lysis of past and future costs and revenues at this Board.	related				
SECTION 8:	Copies of this capital project ordinanc Officer, and to the Finance Officer for		ed to the Clerk to the Governing Body, to the ng out this project.	: Budget				
Adopted this 6th day of January, 2020								
		Cha	irperson					

Change Order

Date of Issuance: November 25, 2019	Effective Date:	No. 2			
Project: Municipal Solid Waste Landfill Phase 5 Owner: (County of Cherokee	Owner's Contract No.:			
Contract: Municipal Solid Waste Landfill Phase	e 5	Date of Contract: June 14 2019			
Contractor: T and K Construction, LLC		Engineer's Project No.: G17107			
The Contract Documents are modified as follows u	pon execution of this Change Orde	r:			
Description: Changed creek crossing after bid for a sa	fer crossing and				
changed existing conditions due to the County's use of	dally and				
intermediate cover from the subgrade of Phase 5.					
Attachments: Contractor's cost estimate					
CHANGE IN CONTRACT PRICE:	CHANGE IN C	ONTRACT TIMES:			
Original Contract Price:	Original Contract Times: Wor Substantial completion (days or	rking days — X. Calendar days date): 120 calendar days 11/5/19 Cell 2			
\$2,973,221.71	Ready for final payment (days or	210 calendar days 2/3/20 Cell 1 date): 255 calendar days 3/19/20			
[Increase] [Decrease] from previously approved Chang Orders No 1 to No. 1:	le [Increase] [Decrease] from previo NoN/A to No Substantial completion (days):)	_N/A:			
\$ 0	Ready for final payment (days):	Ready for final payment (days): 0 Days			
Contract Price prior to this Change Order:	Contract Times prior to this Chang Substantial completion (days or	je Order: date): 120 calendar days 11/5/19 Cell 2			
\$2,973,221.71	Ready for final payment (days or	210 calendar days 2/3/20 Cell 1 date): 255 calendar days 3/19/20			
Increase change in this Change Order:	Increase of this Change Order: Substantial completion (days or o	date): 0 Days			
\$54,652.50	Ready for final payment (days or	date);) 0 Days			
Contract Price incorporating this Change Order:	Contract Times with all approved of Substantial completion (days or o	Change Orders: date): 120 calendar days 11/5/19 Cell 2			
\$3,027,874.21	. Ready for final payment (days or	210 calendar days 2/3/20 Cell 1 date): 255 calendar days 3/19/20			
RECOMMENDED: ACCEPTED	D: AC	CCEPTED:			
1/20/10	•	and K Constructions, LLC (Authorized Signature)			
	Da	te: 11/ CQ/ /]			
Approved by Funding Agency (if applicable):	Da	te:			

Page 1 of 2

T&K Construction, LLC 235 County Road 1242 Vinemont, Alabama 35179 (256) 734-6611

EXTRA WORK- CHANGE ORDER #1 ORIGINAL COST BREAKDOWN SUMMARY

Cherokee County Landfill

WE PROPOSE TO PROVIDE ALL LABOR, MATERIALS AND EQUIPMENT REQUIRED TO PERFORM THE WORK INVOLVED BELOW, BASED ON THE CHANGES PROPOSED FOR THE EXTRA WORK:

	DESCRIPTION	QUANTITY	MA	TERIAL		LABOR		TOTAL
1)	Sumps where the Water Bars were to be installed	1	\$	1,000,00		3,200,00	\$	4,200,00
	24" N-12 Pipe Installed	10	\$	17,75	Ė	15,00		327,50
	Undercut and Haul on site rock for Road				\$	6,200,00	\$	12,400,00
	Extra Slit Fence	2			\$	1,200,00	\$	2,400.00
	Silt Fence	200	\$	1,50	\$	1,50	\$	600,00
	Base Rock w/ Geotextile for Road	1	\$	3,000,00	\$	1,500,00	\$	4,500,00
8)	Additional Excavation in Celi#1	9,300	,		\$	3.25	\$	30,225.00

TOTAL ESTIMATED COST OF CHANGE ORDER

54,652,50

Mike Giddens

Mike Glddens Estimator T&K Construction LLC



11208 JOHN GALT BLVD OMAHA, NE 68137-2364 (402) 593-0101

Sales Order Agreement

Customer P.O. #: __

DS200 Model DS200 Scanner with Internal Backup Battery, Carrying Case, Paper Roll, and One (1) Standard 4GB Memory Device 19 \$225.00 \$4,275.00				1:	st Election Da	ate: March 2020	
Customer Name: Cherokee County, North Carolina Fax Number: (0.28) 837-79.98		-		Estimate	d Delivery Da	ate: December 2	019
Type of Salex		Customer Contact, Titl	e: Leighsa Jones - Director of Elections		Phone Numb	oer: <u>(828)</u> 837-66	370
Ship To:		Customer Nam	e: Cherokee County, North Carolina		Fax Numb	er: <u>(828)</u> 837-79	998
Cherokee County, North Carolina			☐ REFURBISHED				
Cherokee County, North Carolina Cherokee County, North Carolina Leighea Jones - Director of Elections Leighea Jones - Director of Elections Leighea Jones - Director of Elections 40 Peachtree Street Murphy, NC 28906 Murphy, NC	Bill T	o:		Ship To:			
	Chei	okee County, North Carolina		•			
Murphy, NC 28906	Lelgl	nsa Jones - Director of Elections					
Description	40 P	eachtree Street		40 Peachtree Street			
DS200 Model DS200 Scanner with Internal Backup Battery, Plastic Ballot Box with Steel Door and e-Bin, Paper Roll, and One (1) Standard 4GB Memory Device S5,750.00 \$109,250.00	Murp	hy, NC 28906		Murphy, NC 28906			
Solution		<u>ltem</u>	<u>Descriptio</u>	<u>n</u>	Qty	<u>Price</u>	<u>Total</u>
DS200 Tote Bin Tote Bin Tote Bin Suppressive BMD Software ElectionWare Software - Reporting Only Requipment Installation Suppressive BMD Equipment Installation Equipment Day Equipment Being Traded-in by Customer Includes:	1	DS200			19	\$5,750.00	\$109,250.00
DS200 Standard 4GB Memory Device (Additional) 19 \$105.00 \$1,995.00	2	DS200	Model DS200 Scanner with Internal Backup Batte One (1) Standard 4GB Memory Device	ery, Carrying Case, Paper Roll, and	2	\$5,300.00	\$10,600.00
ExpressVote BMD ExpressVote BMD Terminal with Internal Backup Battery, ADA Keypad, Headphones, Power Supply with AC Cord, and One (1) Standard 4GB Memory Device ExpressVote BMD Soft-Sided Carrying Case Software ElectionWare Software - Reporting Only Media Burn Capability DS200 Equipment Installation ExpressVote BMD Equipment Installation Equipment Loyality Discount & Trade-In Allowance Project Management Day Equipment Being Traded-In by Customer Includes: 3 - Model 100 Scanner 3 - Model 100 Scanner 3 - Model 100 Scanner 7 - Votronic Terminal 7 - Votronic Booth with RTAL Printer Shipping & Handling Shipping & Handling No Charge Upgrade State of State	3	DS200	Tote Bin		19	\$225.00	\$4,275.00
Power Supply with AC Cord, and One (1) Standard 4GB Memory Device	4	DS200	Standard 4GB Memory Device (Additional)	·	19	\$105.00	\$1,995.00
7 Software ElectionWare Software - Reporting Only 1 No Charge Upgrade	5	ExpressVote BMD			68	\$3,325.00	\$226,100.00
Software Media Burn Capability 1 Upgrade No Charge Upgrade No Charge Upgrade 1 Upgrade No Charge Upgrade No Charge Upgrade 1 Upgrade No Charge Upgrade 1 Upgrade No Charge Upgrade 1 Software 1 Software	6	ExpressVote BMD	Soft-Sided Carrying Case		68	\$175.00	\$11,900.00
Solivate Media Bulli Capability Upgrade No Charge Opgrade	7	Software	ElectionWare Software - Reporting Only		1		No Charge Upgrade
10 ExpressVote BMD Equipment Installation 68 \$105.00 \$7,140.00 11 Services Project Management Day 1 \$1,700.00 \$1,700.00 12 Customer Loyality Discount & Trade-In Allowance 3 - Model 100 Scanner 3 - Model 100 Ballot Box 79 - Notronic Terminal 79 - Notronic Booth with RTAL Printer 1 \$5,060.00 \$5,060.00 13 Shipping Shipping & Handling Shipping & Handling Todal \$330,213.00 14 State	8	Software	Media Burn Capability		1		No Charge Upgrade
1 Services Project Management Day 1 \$1,700.00 \$1,700.00	9	DS200	Equipment Installation		21	\$115.00	\$2,415.00
12 Customer Loyality Discount & Sa - Model 100 Scanner 3 - Model 100 Scanner 3 - Model 100 Ballot Box 1 (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222.00) (\$50,222	10	ExpressVote BMD	Equipment Installation		68	\$105.00	\$7,140.00
12 Customer Loyalty Discount & Trade-In Allowance 3 - Model 100 Scanner 3 - Model 100 Ballot Box 79 - Notronic Terminal 79 - Notronic Booth with RTAL Printer 1 (\$50,222.00) (\$50,222.00) 13 Shipping Shipping & Handling 1 \$5,060.00 \$5,060.00 Order Total \$330,213.00	11	Services	Project Management Day		1	\$1,700.00	\$1,700.00
Order Total \$ 330,213.00	12	Customer Loyalty Discount & Trade-In Allowance	3 - Model 100 Scanner 3 - Model 100 Ballot Box 79 - IVotronic Terminal	S:	1	(\$50,222.00)	(\$50,222.00)
	13	Shipping	Shipping & Handling		1	\$5,060.00	\$5,060.00
	1					Order Total	\$ 330,213.00

Sales Order Agreement

Mac Beeson			
Regional Sales Manager		Customer Signature	Date
V.P. of Finance	Date	Title	
Trade-In Equipment ES&S will coordinate and pay for the pickup an ES&S is responsible for preparing, packaging a	nd transportation of the trade-in equand palletizing the trade-in equipme	uipment from Customer's site on a date to be mutually agreed upon by the parties. nent for shipment.	
		will be invoiced upon Contract Execution. will be invoiced as Tabulation, BMD Equipment and Software are provided to Custor	mer.
Payment Terms	Invoices are due net 30 from	n involce date.	
	Note 2: In no event shall Cus	and local taxes are not included, and are the responsibility of the Customer. stomer's payment obligations hereunder, or the due dates for such payments, be con	ntingent or
Warranty Period (Years)	conditional upon Customer's One (1) Year From Equipmer	s receipt of federal and/or state funds.	

Software Upgrade License Term

ES&S is providing Customer with an initial no charge upgrade from ES&S' Unity Software to ES&S' ElectionWare Software and Media Burn for the balance of the existing license term set forth under that certain ES&S Hardware Maintenance and Software License, Maintenance and Support Services Agreement entered into between ES&S and the Customer dated June 4, 2012 ("Prior SLA"). Upon reaching the expiration of the current license term under the Prior SLA, ES&S will invoice Customer for annual Software License, Maintenance and Support Fees and such fees shall be due and payable thirty (30) days prior to commencement of the annual Software License, Maintenance and Support term.

Hardware Maintenance and Software License, Maintenance and Support Services (Post-Warranty Period)

Upon the expiration of the Warranty Period and Initial License Terms, ES&S and Customer will enter into a Hardware Maintenance and Software License, Maintenance and Support Services Agreement for the continued maintenance of the ES&S Equipment and the continued license and use of the ES&S Software and ES&S Firmware.

SEE GENERAL TERMS AND CONDITIONS

- 1. <u>Purchase/License Terms.</u> Subject to the terms and conditions of this Agreement, ES&S agrees to sell and/or license, and Customer agrees to purchase and/or license, the ES&S Equipment, ES&S Software and ES&S Firmware described on the front side of this Agreement. The payment terms for the ES&S Equipment and ES&S Firmware are set forth on the front side of this Agreement. Title to the ES&S Equipment shall pass to Customer when Customer has pald ES&S the total amount set forth on the front side of this Agreement for the ES&S Equipment. The consideration for ES&S' grant of the license during the Initial Term for the ES&S Firmware is included in the cost of the ES&S Equipment.
- 2. <u>Grant of Licenses</u>, Subject to the terms and conditions of this Agreement, ES&S hereby grants to Customer nonexclusive, nontransferable licenses for its bona fide full time, part time or temporary employees to use the ES&S Software, ES&S Firmware and related Documentation in the Jurisdiction while Customer is using the ES&S Equipment and timely pays the applicable annual ES&S Software and ES&S Firmware license, maintenance and support fees. The licenses allow such bona fide employees to use and copy the ES&S Software and ES&S Firmware (in object code only) and the Documentation, in the course of operating the ES&S Equipment and solely for the purposes of defining and conducting elections and tabulating and reporting election results in the Jurisdiction.
- 3. <u>Prohibited Uses.</u> Customer shall not take any of the following actions with respect to the ES&S Software, ES&S Firmware or the Documentation:
- Reverse engineer, decompile, disassemble, re-engineer or otherwise create, attempt to create, or permit, allow or assist others to create, the source code or the structural framework for part or all of the ES&S Software or ES&S Firmware;
- Cause or permit any use, display, loan, publication, transfer of possession, sublicensing
 or other dissemination of the ES&S Software, ES&S Firmware or Documentation, in whole or in part,
 to or by any third party without ES&S' prior written consent; or
- $^{\circ}$ c. Cause or permit any change to be made to the ES&S Software or ES&S Firmware without ES&S prior written consent; or
- d. Allow a third party to cause or permit any copying, reproduction or printing of any output generated by the ES&S Software (except finished ballots by ballot printers selected by Customer) in which ES&S owns or claims any proprietary intellectual property rights (e.g., copyright, trademark, patent pending or patent), including, but not limited to, any ballot shells or ballot code stock.
- 4. Term of Licenses. The licenses granted in Section 2 shall commence upon the delivery of the ES&S Software and ES&S Firmware described in Section 2 and shall continue (i) through June 30, 2020 with respect to the ES&S Software (the "initial Software License Term") and (ii) for a one (1) year period with respect to the ES&S Firmware (the "Initial Firmware License Term") The Initial Software License Term and the Initial Firmware License Term shall be referred to herein collectively as the "initial License Terms". Upon expiration of the Initial License Terms, the licenses shall automatically renew for an unlimited number of successive one-year periods (each a "License Renewal Term") upon the payment by Customer of the annual ES&S Software and ES&S Firmware license, maintenance and support fees. ES&S may terminate either license if Customer falls to pay the consideration due for, or breaches Sections 2, 3, or 9 with respect to, such license. Upon the termination of either of the licenses granted in Section 2 for the ES&S Software or ES&S Firmware or upon Customer's discontinuance of the use of any ES&S Software or ES&S Firmware, Customer shall immediately return such ES&S Software, ES&S Firmware and the related Documentation (including any and all copies thereof) to ES&S, or (if requested by ES&S) destroy such ES&S Software, ES&S Firmware and Documentation and certify in writing to ES&S that such destruction has occurred.
- 5. <u>Undates.</u> During the Initial License Terms or any License Renewal Term, ES&S may provide new releases, upgrades or maintenance patches to the ES&S Software or ES&S Firmware, together with appropriate Documentation ("Updates"), on a schedule defined by ES&S. Customer is responsible for obtaining any upgrades or purchases of Third Party Items required to operate the Updates as well as the cost of any replacements, retrofits or modifications to the ES&S Equipment which may be necessary in order to operate the Updates All Updates shall be deemed to be ES&S Software or ES&S Firmware for purposes of this Agreement upon delivery. Customer may Install the Updates in accordance with ES&S recommended instructions or may request that ES&S install the Updates ES&S may charge Customer at its then-current rates to (i) Install the Updates; (ii) train Customer on Updates, if such training is requested by Customer or (III) provide maintenance and support on the ES&S Software or ES&S Firmware that is required as a result of Customer's failure to timely or properly Install an Update. Customer shall be responsible for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee which is caused by Customer's failure to install and use the most recent Update provided to it by ES&S. If Customer proposes changes in the ES&S Software or ES&S Firmware to ES&S, such proposals will become ES&S "property. ES&S may, in its sole discretion, elect to make or not to make such changes without reference or compensation to Customer or any third party. ES&S represents to Customer that the Updates will comply with all applicable state law requirements at the time of delivery. Customer shall be responsible to ensure that it has installed and is using only certified versions of ES&S Software and ES&S Firmware in accordance with applicable law. In the event that any Updates are required due to changes in state law, ES&S reserves the right to charge Customer for the following:
- (i) the total cost of any third party items that are required in order to operate the Updates;
- (ii) the total cost of any replacements, retrofits or modifications to the ES&S Equipment contracted for herein that may be developed and offered by ES&S in order for such ES&S Equipment to remain compliant with applicable laws and regulations; and
- (iii) Customer's pro-rata share of the costs of designing, developing and/or certification by applicable federal and state authorities of such state mandated Updates.

Customer's pro-rata share of the costs included under subsection (iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Guipment, ES&S Software and ES&S Firmware purchased and licensed by Customer under this Agreement. Customer shall pay ES&S the entire costs incurred for design, development and certification of any Update which is required due to a change in local law or is otherwise requested or required by Customer.

6. <u>Delivery: Risk of Loss.</u> The Estimated Delivery Dates and First Election Use (if any) set forth on the front side of this Agreement are estimates and may only be established or revised, as applicable, by the parties, in a written amendment to this Agreement, because of delay in executing this Agreement, changes requested by Customer, product availability and other events. ES&S will notify Customer of such revisions as soon as ES&S becomes aware of such revisions. Risk of loss for the ES&S Equipment, ES&S Software and ES&S Firmware shall pass to Customer when such

Items are delivered to Customer's designated location. Upon transfer of risk of loss to Customer, Customer shall be responsible for obtaining and maintaining sufficient casualty insurance on the ES&S Equipment, ES&S Software and ES&S Firmware and shall name ES&S as an additional insured thereunder and, at ES&S' request, shall deliver written evidence thereof to ES&S until all amounts payable to ES&S under this Agreement have been paid by Customer.

7. Warranty.

- a. ES&S Equipment/ES&S Firmware. ES&S warrants that for a one (1) year period (the "Warranty Period"), It will repair or replace any component of the ES&S Equipment or ES&S Firmware which, while under normal use and service: (f) fails to perform in accordance with its Documentation in all material respects, or (ii) is defective in material or workmanship. The Warranty Period will commence upon delivery. The Warranty shall not include the repair or replacement of any ES&S Equipment components that are consumed in the normal course of operating the ES&S Equipment, including printer ribbons, printer cartridges, paper rolls, batteries, removable media storage devices, PCMCIA cards or marking devices. Any repaired or replaced item of ES&S Equipment or ES&S Firmware shall be warranted only for the unexpired term of the Warranty Period. All replaced components of the ES&S Equipment or ES&S Firmware will become the property of ES&S. This warranty is effective provided that (i) Customer notifies ES&S within three (3) business days of the discovery of the failure of performance or defect and is otherwise in compliance with its obligations hereunder, (ii) the ES&S Equipment or ES&S Firmware to be repaired or replaced has not been repaired, changed, modified or altered except as authorized or approved by ES&S, (iii) the ES&S Equipment or ES&S Firmware to be repaired or replaced is not damaged as a result of accident, theft, vandalism, neglect, abuse, use which is not in accordance with instructions or specifications furnished by ES&S or causes beyond the reasonable control of ES&S or Customer, including acts of God, fire, floods, riots, acts of war, terrorism or insurrection, labor disputes, transportation delays, governmental regulations and utility or communication interruptions, and (IV) Customer has installed and is using the most recent update provided to It by ES&S. This warranty is vold for any units of equipment which: (I) have not been stored or operated in a temperature range according their specifications, (II)
- operated or handled in a manner inconsistent with reasonable treatment of an electronic product b. Exclusive Remedies/Disclaimer. In The EVENT OF A BREACH OF SUBSECTION 7(a), ES&S'OBLIGATIONS, AS DESCRIBED IN SUCH SUBSECTION, ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. ES&S EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WHICH ARE NOT SPECIFICALLY SET FORTH IN THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER, IN THE EVENT CUSTOMER DECLINES ES&S' INSTALLATION AND ACCEPTANCE TESTING SERVICES OR IN ANY WAY AT ANY TIME ALTERS, MODIFIES OR CHANGES ANY EQUIPMENT, SOFTWARE, THIRD PARTY ITEMS AND/OR NETWORK (COLLECTIVELY "SYSTEM") CONFIGURATIONS WHICH HAVE BEEN PREVIOUSLY INSTALLED BY ES&S OR WHICH ARE OTHERWISE REQUIRED IN ACCORDANCE WITH THE CERTIFIED VOTING SYSTEM CONFIGURATION, ALL WARRANTIES OTHERWISE PROVIDED HEREUNDER WITH REPECT TO THE SYSTEM PURCHASED, LEASED, RENTED AND/OR LICENSED UNDER THIS AGREEMENT SHALL BE VOID AND OF NO FURTHER FORCE AND EFFECT.
- 8. <u>Limitation Of Liability.</u> Neither party shall be liable for any indirect, incidental, punitive, exemplary, special or consequential damages of any kind whatsoever arising out of or relating to this Agreement. Neither party shall be liable for the other party's negligent or willful misconduct. ES&S' total liability to Customer arising out of or relating to this Agreement shall not exceed the aggregate amount to be paid to ES&S hereunder. By entering into this Agreement, Customer agrees to accept responsibility for (a) the selection of, use of and results obtained from any equipment, software, firmware or services not provided by ES&S and used with the ES&S Equipment, ES&S Software or ES&S Firmware; or (b) user errors, voter errors or problems encountered by any hiddual in voting that are not otherwise a result of the failure of ES&S to perform. ES&S shall not be liable under this Agreement for any claim, damage, loss, judgment, penalty, cost, amount paid in settlement or fee that is caused by (y) Customer's failure to timely or properly Install and use the most recent update provided to it by ES&S or (z) Customer's election not to receive, or to terminate, the Hardware Maintenance Services or the ES&S Software and ES&S Firmware License Maintenance and Support Services.
- 9. Proprietary Rights. Customer acknowledges and agrees as follows:
- ES&S owns the ES&S Software, ES&S Firmware, all Documentation and training materials provided by ES&S, the design and configuration of the ES&S Equipment and the format, layout, measurements, design and all other technical information associated with the ballots to be used with the ES&S Equipment. Customer has the right to use the aforementioned items to the extent specified in this Agreement. ES&S also owns all patents, trademarks, copyrights, trade names and other proprietary or intellectual property in, or used in connection with, the aforementioned items. The aforementioned items also contain confidential and proprietary trade secrets of ES&S that are protected by law and are of substantial value to ES&S. Customer shall keep the ES&S Software, ES&S Firmware and related Documentation free and clear of all claims, liens and encumbrances and shall maintain all copyright, trademark, patent or other intellectual or proprietary rights notices that are set forth on the ES&S Equipment, the ES&S Software, ES&S Firmware the Documentation, training materials and ballots that are provided, and all permitted copies of the foregoing.
- 10. <u>Termination.</u> This Agreement may be terminated, in writing, at any time by either party if the other party breaches any material provision hereof and does not cure such breach within 30 days after it receives written notification thereof from the non-breaching party.

11. Disputes

- a. Payment of Undisputed Amounts. In the event of a dispute between the parties regarding (1) a product or service for which payment has not yet been made to ES&S, (2) the amount due ES&S for any product or service, or (3) the due date of any payment, Customer shall nevertheless pay to ES&S when due all undisputed amounts. Such payment shall not constitute a waiver by Customer or ES&S of any of its rights and remedies against the other party.
- b. Remedies for Past Due Undisputed Payments. If any undisputed payment to ES&S is past due more than 30 days, ES&S may suspend performance under this Agreement until such amount is paid. Any disputed or undisputed payment not paid by Customer to ES&S when due shall bear interest from the due date at a rate equal to the lesser of one and one-half percent per month or the maximum amount permitted by applicable law for each month or portion thereof during which it remains unpaid.
- 12. <u>Assignment.</u> Except in the case of a reorganization of the assets or operations of ES&S with one or more affiliates of ES&S or the sale, transfer or assignment of all or substantially all of the assets of ES&S or any business operations thereof to a successor who has asserted its intent to

continue the applicable business of ES&S, neither party may assign or transfer this Agreement or assign, subcontract or delegate any of its rights, duties or obligations hereunder without the prior written consent of the other party hereto, such consent not to be unreasonably withheld or conditioned, nor unduly delayed.

- conditioned, nor unduly delayed.

 13. Compilance with Laws. ES&S warrants to Customer that, at the time of delivery, the ES&S Equipment, ES&S Software and ES&S Firmware sold and licensed under this Agreement will comply with all applicable requirements of federal and state election laws and regulations that are mandatory and effective as of the Effective Date and will have been certified by the appropriate state authorities for use in Customer's state. In addition, ES&S shall comply with the requirements set forth in the Election Systems Certification Program issued by the North Carolina State Board of Elections which are mandatory and effective as of the Effective Date and which are incorporated herein by this reference. The ES&S Equipment, ES&S Software and ES&S Firmware, including all components will be provided to Customer with a hardened network for the election management software ("EMS"), in accordance with the guidelines of the United States Election Assistance Commission. During the Term of this Agreement, in the event Customer fails to maintain EMS in the hardened network or allows any internal or external access to the hardened network, Customer agrees to indemnify and hold harmless ES&S from and against any and all claims, damages, losses, liens, obligations, liabilities, judgments, assessed damages, costs, expenses (including reasonable attorney's fees) and the like arising out of or related to the Customer's breach of its obligations hereunder.
- 14. <u>Voting System Reviews.</u> In the event that the Jurisdiction or the State require any future reviews or examinations ("Reviews") of current or previous versions of state-certified ES&S voting systems or components thereof that are not otherwise required as a result of any changes or modifications voluntarily made by ES&S to the ES&S Software, ES&S Firmware and/or ES&S Equipment licensed and sold hereunder, Customer shall be responsible for:
- (i) Customer's pro-rata share of such Review costs:
- (ii) Customer's pro-rata share of the costs of designing, developing, manufacturing and/or certification by applicable federal and state authorities of any mandated modifications to the ES&S Equipment, ES&S Software and/or ES&S Firmware that may result from such Reviews; and
- (iii) the total cost of any third party Items that are required in order for the ES&S Equipment, ES&S Software and/or ES&S Firmware to satisfy any new requirements resulting from such Reviews in order to remain certified;

Customer's pro-rata share of the costs included under subsections 14(ii) and 14(iii) above shall be determined at the time by dividing the number of registered voters in Customer's jurisdiction by the total number of registered voters in all counties in Customer's state to which ES&S has sold and/or licensed the ES&S Equipment, ES&S Software and/or ES&S Firmware purchased and licensed by Customer under this Agreement.

15. Entire Agreement.

This Agreement shall be binding upon and inure to the benefit of the parties and their respective representatives, successors and assigns. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall supersade and replace any and all other prior or contemporaneous discussions, negotiations, agreements or understandings between the parties, whether written or oral, regarding the subject matter hereof. Any provision of any purchase order, form or other agreement which conflicts with or is in addition to the provisions of this Agreement shall be of no force or effect. No waiver, amendment or modification of any provision of this Agreement shall be effective unless in writing and signed by the party against whom such waiver, amendment or modification is sought to be enforced. No consent by either party to, or waiver of, a breach by either party. This Agreement shall be opermed by and construed in accordance with the laws of the State in which the Customer resides, without regard to its conflicts of laws principles. The parties agree that venue for any dispute or cause of action arising out of or related to this Agreement shall be in the state and federal courts of the United States located in the State in which the Customer resides. ES&S is providing equipment, software, firmware and services to Customer as an independent contractor, and shall not be deemed to be a "state actor" for purposes of 42 U.S.C. § 1983. ES&S may engage subcontractors to provide certain of the equipment, software, firmware or services, but shall remain fully responsible for such performance. The provisions of Sections 1-5, 7(b), 8, 9, 11(b), 12-15 these General Terms shall survive the termination of this Agreement, to the extent applicable.



CHEROKEE COUNTY

75 Peachtree Street Murphy, NC 28906 825-837-5527

Randy Wiggins, County Manager Candy R. Anderson, Finance Officer Darryl Brown, County Attorney · Board of Commissioners
Roy Dickey, Chairman
C.B. McKinnon, Vice Chairman
Dan Eichenbaum
Cal Stiles
Gary Westmoreland

<u>BUDGET REVISION</u>

1/6/2020

(DECREASE) INCREASE

1010000-39991 1094170-45000 Use of Fund Balance Capital Assets > \$5000 330,213.00 330,213.00

Purchase new voting machines.

Chairperson

1/6/2020

CHEROKEE COUNTY TAX COLLECTOR REQUESTS FOR RELEASE

11/27/2019 thru 12/30/02019

Taxpayer Name	Year	Bill#	Tax Amt	Reason
Hayes Allen W Construction	2019	14808	2.90	Double billed Skeeter Boat Trlr to Acct 440045086969
Stewart, Wesley Adam	2019	201572	81.74	Release Gap Auto Bill-there was no gap, only a transfer
Haywood Oil Company Inc	2019	14860	62.92	Assets are located in Cherokee, NC, not Cherokee County
Shields, Lynn & Mary	2019	30700	209.96	DWMH Double billed
Shields, Lynn & Mary	2018	28054	209.96	DWMH Double billed
Shields, Lynn & Mary	2017	30508	209.96	DWMH Double billed
Shields, Lynn & Mary	2016	30227	209.96	DWMH Double billed
Shields, Lynn & Mary	2015	29850	209.96	DWMH Double billed
Shields, Lynn & Mary	2014	29850	209.96	DWMH Double billed
Falls on Lake Apalachia LLC	2015	10528	33.35	No longer has property (2 boats) in Chero Co (all property sold in 2014)
Falls on Lake Apalachia LLC	2016	10660	33.98	No longer has property (2 boats) in Chero Co (all property sold in 2014)
Falls on Lake Apalachia LLC	2017	10800	32.03	No longer has property (2 boats) in Chero Co (all property sold in 2014)
Falls on Lake Apalachia LLC	2018	7971	36.74	No longer has property (2 boats) in Chero Co (all property sold in 2014)
Falls on Lake Apalachia LLC	2019	10786	39.45	No longer has property (2 boats) in Chero Co (all property sold in 2014)
Capt'n Joes Remodeling	2019	4960	11.70	Business closed 12/31/2018
Giannacco, Michael A	2013	12141	7.36	Deceased 04/03/2012-Release Boat/Motor-Uncollectible
Giannacco, Michael A	2012	12939	6.85	Deceased 04/03/2012-Release Boat/Motor-Uncollectible
Hitchcock Properties, LLC	2019	37928	30.69	Per owner, LLC has no assets
Dutt & Wagner of NC Inc	2019	9863	3,943.78	Appealed value, vehicles are located in VA
Andrews Valley Poultry Farm LLC	2019	1042	9,330.59	Per CPA, this LLC has no personal prop assets. All assets are on Acct 90000036337
Stewart, Wesley Adam	2019	32362	8.58	Star SWMH was scrapped 5 years ago
Wayne Agamie Rental	2019	35710	64.50	No longer a rental as of 12/31/2018
McKinley Gibby Rental	2019	22582	11.56	Not a rental property-only family has lived here
McKinley Gibby Rental	2018	8785	10.51	Not a rental property-only family has lived here
McKinley Gibby Rental	2017	22511	9.56	Not a rental property-only family has lived here
McKinley Gibby Rental	2016	37869	8.69	Not a rental property-only family has lived here

TOTAL RELEASES REQUESTED

15,027.24

RUN DATE: 12/31/2019 1:26 PM

CHEROKEE COUNTY REFUND REPORT REFUND REPORT 11/27/2019 - 12/30/2019

NAME	BILL NUMBER		AMOUNT	OPER	DATE TIME
440044081098 ADAM ABDUL H & W/	2019-147	RP: 459205186055000	1,394.21	EVELYN	12/4/2019 11:13:04 AM
ADAM SALMA 99 LOVERS LEAP EST		ALREADY PAID BY MORTGAGE CO			
MURPHY, NC 28906		REFUND RECIPIENT:			
440040001900 AUSTIN HAROLD D & W/ AUSTIN GRACE C 725 MESSER RD	2019-1330	RP: 550700916080000	181.18	EVELYN	12/6/2019 2:00:44 PM
MURPHY, NC 28906-3647		ENTEGRA BANK CK 928220247 (ALREADY PD BY COWAN & COWAN) REFUND RECIPIENT: ENTEGRA BANK ATTN: REFUND DEPT 14 ONE CENTER COURT FRANKLIN NC 28734			
201251997600 BROWN JENNIFER JEANETTE	2012-519976	MOTOR VEHICLE: 201210N	5.16	EVELYN	12/17/2019 7:55:49 AM
40 CONGRESS LN		EMPLOYER KEEPS SENDING PMTS AFTER CANCELLING GARNISHMENT			
ANDREWS, NC 28901-9118		GARN PIZZA HUT CK 2171461 REFUND RECIPIENT: JENNIFER BROWN 121 HEATON CIRCLE APT 111A ANDREWS NC 28901			-
201251997600 BROWN JENNIFER JEANETTE	2012-519976	MOTOR VEHICLE: 201210N	3.48	EVELYN	12/6/2019 12:09:30 PM
40 CONGRESS LN		EMPLOYER KEEPS SENDING PMTS AFTER CANCELLING GARNISHMENT			
ANDREWS, NC 28901-9118		GARN PIZZA HUT CK 2170893 REFUND RECIPIENT: JENNIFER BROWN 121 HEATON CIRCLE APT 111A ANDREWS NC 28901			

201251997600 BROWN JENNIFER JEANETTE	2012-519976	MOTOR VEHICLE: 201210N	7.11	EVELYN	12/9/2019 4:30:43 PM
40 CONGRESS LN		EMPLOYER KEEPS SENDING PMTS AFTER CANCELLING GARNISHMENT			
•					-
ANDREWS, NC 28901-9118		GARN PIZZA HUT CK 2171195 REFUND RECIPIENT: JENNIFER BROWN 121 HEATON CIRCLE			
		APT 111A			
		ANDREWS NC 28901			
7170 DENTON RANDAL JR 1/2 UND INT	2018-10117	RP: 451000809852000	160.02	EVELYN	12/4/2019 2:12:22 PM
ALLEN JAMES W JR & PRINCE LINDA ALLEN TRUSTEES		REC GARN PMT AFTER RECEIVING FUNDS FROM BANK ATTACHMENT			
270 ALLEN CIRCLE		•	•		
MURPHY, NC 28906		GAR CHERO CO SCHOOLS CK 877464			
		REFUND RECIPIENT: LINDA ALLEN PRINCE 270 ALLEN CIR			
		MURPHY NC 28906			
9000034971	2016-11107	PERSONAL PROPERTY	176.19	HUGO	12/2/2019 3:20:24 PM
FISH PHARMACEUTICAL LLC FISHMAN CHEMICAL OF NC LLC 117 TRAIL BLAZER WAY	2010 1110		170.19	11000	12/2/2019 3.20.24 PM
MURPHY, NC 28906		TAXPAYER PAID WRONG ACCOUNT			
		REFUND TO:			
		JOHN KAKATSCH 1364 SHADOW LN			
		FT MYERS, FL 33901			
		REFUND RECIPIENT:			
9000034971	2015-36751	PERSONAL PROPERTY	 171.47	HUGO	12/2/2019 3:20:03 PM
FISH PHARMACEUTICAL LLC FISHMAN CHEMICAL OF NC LLC 117 TRAIL BLAZER WAY				7.000	1222010 0.20.00 1 W
MURPHY, NC 28906		TAXPAYER PAID WRONG ACCOUNT REFUND TO: JOHN KAKATSCH 1364 SHADOW LN FT MYERS, FL 33901			
		REFUND RECIPIENT:			

90000035414 GO BLUE DETAILING	2018-25457	PERSONAL PROPERTY	85.28	EVELYN	12/16/2019 3:09:07 PM
C/O BRETT PRESCOTT 803 E MAIN ST		EMPLOYER OVERPAID GARNISHMENT			
STURGIS, MI 49091		GARN PAYNE BROTHERS INVESTMENTS CK 9399			
		REFUND RECIPIENT: BRETT PRESCOTT 75 WINCHESTER WOODS DR MURPHY NC 28906			
38998 GRAHAM EDDIE & W/	2019-12984	RP: 456100327523000	84.98	EVELYN	12/10/2019 3:38:56 PM
GRAHAM WANDA 139 MOUNTAIN VIEW RD		OVERPAID BY ATTORNEY			
BLAIRSVILLE, GA 30512		COWAN TRUST CK 9806 REFUND RECIPIENT: COWAN AND COWAN 26 TENNESSEE ST MURPHY NC 28906			·
46668 HOLLOWAY JAMES GARREL	2019-16032	RP: 558600471980000	189.33	DEBORAH	12/20/2019 12:25:54 PM
879 NUGGET RIDGE RD		OVERPAYMENT FROM BANK ATTACHMENT			
DAWSONVILLE, GA 30534		REFUND RECIPIENT:			
330050006806 KESLER ALFRED & W/	2019-18582	RP: 454001454092000	62.93	EVELYN	12/17/2019 12:22:19 PM
KESLER WYLENE 94 PIPER DR		REC ESCROW PMT AFTER TAXPAYER PAID			
MURPHY, NC 28906		ENTEGRA BANK CK 928220246 REFUND RECIPIENT: ENTEGRA BANK PO BOX 1559 FRANKLIN NC 28734			
47401 KOSER FLOYD JAMES & W/	2019-2889	RP: 454100232007000	103.82	EVELYN	12/27/2019 4:01:28 PM
KOSER SUSANA E 1396 SUNNY POINT RD		REC ESCROW PMT AFTER TAXPAYER PAID			
MURPHY, NC 28906-7389		CENLAR (CORELOGIC)			

		REFUND RECIPIENT: CORELOGIC TAX SERVICES, LLC ATTN: REFUND DEPT 3001 HACKBERRY RD IRVING TX 75063			
47040 LEBAR INVESTMENTS INC	2019-19883	RP: 552401485782000	9.00	EVELYN	12/23/2019 2:36:42 PM
1101 MIRANDA LN		TAXPAYER OVERPAID (TRANSPOSED NUMBER)			
KISSIMMEE, FL 34741-0769					
,		REFUND RECIPIENT:			
6556 MCDOWELL JAMES E & W/	2019-22373	RP: 456400318485000	11.70	EVELYN	12/4/2019 9:39:47 AM
MCDOWELL VIRGINIA L PO BOX 1525		TAXPAYER OVERPAID-DID NOT WANT TO PREPAY-SELLING PROP			
MURPHY, NC 28906		APPLIED PRUDENTIAL ANNUITY CK 6222538872			
•		REFUND RECIPIENT: JAMES E MCDOWELL 22 HEAVENLY VIEW LN MURPHY NC 28906			
90200104663 MURPHY OIL #6610	2019-24264	PERSONAL PROPERTY	50.00	EVELYN	12/20/2019 1:06:26 PM
ATTN: AD VALOREM TAX DEPT PO BOX 7300		TAXPAYER OVERPAID			
EL DORADO, AR 71731-7300					
		REFUND RECIPIENT:			
27850 ROBERTS GARY D & W/	2019-28834	RP: 457013147445000	594.54	EVELYN	12/17/2019 1:38:05 PM
ROBERTS KELLY 6007 W US HIGHWAY 64		TAXPAYER PAID AFTER RECEIVED MORTGAGE ESCROW PMT			
MURPHY, NC 28906-4022					
		REFUND RECIPIENT:			
42203 SHELTON TODD D & W/	2019-30595	RP: 456700145322000	22.94	HUGO	12/4/2019 1:43:13 PM
SHELTON MELISSA K 1515 COPPER CREEK RD		ESCROW PMT INCLUDED FUNDS FOR RELEASED BOAT-REFUND TO TP			

MURPHY, NC 28906		CORELOGIC TAX SERVICES LLC REFUND RECIPIENT:			
48133 SWOR G MICHAEL & W/ GRAY	2019-33137	RP: 551403306270000	88.36	EVELYN	12/23/2019 1:42:59 PM
SWOR LISA ROBBIN 1900 S TUTTLE AVE		BOTH TAXPAYERS PAID			
SARASOTA, FL 34239-3114		PD BY LISA SWOR-REFUND TO GREGORY MICHAEL SWOR, PER LISA REFUND RECIPIENT:			
46165 TNT ABLE INVESTMENTS LLC	2019-34060	RP: 458000063069000	36.00	EVELYN	12/4/2019 2:44:13 PM
4638 SW CAISSON ST		TAXPAYER OVERPAID			
PORT SAINT LUCIE, FL 34953-5584		REFUND RECIPIENT:			
TOTAL REFUNDS PRINTED: TOTAL VOID REFUNDS: TOTAL:	3,437 0 3,437	.00			

Maria Hass

From:

Randy Wiggins

Sent:

Wednesday, December 11, 2019 8:44 AM

To:

Maria Hass

Subject:

FW: EMS 2020 Supervisor vehicle

Attachments:

cherokee county revised quote.pdf; Quote.pdf; TEQ_JH00001399-1_1

_JACKYJONESCHEVROLET.pdf; Service-Body-Literature-.pdf

Will you put this in the file for the next agenda please?

Thank you!

Randy Wiggins County Manager 75 Peachtree Street Murphy, NC 28906

Office: 828-837-5527 x.815

Fax: 828-837-9684 Cell: 828-361-2501

randy.wiggins@cherokeecounty-nc.gov

From: Randy Wiggins.

Sent: Monday, December 2, 2019 4:12 PM

To: Cal Stiles <cal.stiles@cherokeecounty-nc.gov>; CB McKinnon <cb.mckinnon@cherokeecounty-nc.gov>; 'Dr. Dan' <DrDan@DrDanCommissioner.com>; Gary Westmoreland <gary.westmoreland@cherokeecounty-nc.gov>; Roy Dickey <roy.dickey@cherokeecounty-nc.gov>

Cc: Doug Mills <doug.mills@cherokeecounty-nc.gov>; Candy Roberts Anderson <candy.anderson@cherokeecounty-

nc.gov>

Subject: FW: EMS 2020 Supervisor vehicle

FYI – The Board recommended during the FY20 budget work sessions that Doug seek out a less costly option for a replacement Supervisor/Quick Response Vehicle and get back to you for consideration. The attached and below is what he and his staff have arrived at and they are comfortable that this vehicle will meet their needs with all they will carry on the vehicle. If you recall the vehicle originally requested was quoted at \$105,369. This vehicle is over \$35,000 less.

Please review and let us know your thoughts/if you have any questions.

Randy Wiggins County Manager 75 Peachtree Street Murphy, NC 28906

Office: 828-837-5527 x.815

Fax: 828-837-9684 Cell: 828-361-2501

randy.wiggins@cherokeecounty-nc.gov

From: Doug Mills

Sent: Monday, December 2, 2019 2:22 PM

To: Randy Wiggins < randy.wiggins@cherokeecounty-nc.gov>

Subject: EMS 2020 Supervisor vehicle

Randy, attached are the quotes and spec sheet for the EMS 1 Rescue Vehicle. We have gotten the cost down by using the Knapheide steel service body. Jr Carroll advised we probably have a price increase to the Chassis of 300-500 dollars after the first of the year. This is a final that you can share with the commissioners. Thank you.

Vehicle: [Fleet] 2020 Chevrolet Silverado 2500HD (CK20943) 4WD Crew Cab 172" Work Truck (3) includes the Knapheide steel service body with a sliding bed cover.

61,322

-350 Chevy

Dealer Discount Radio and Light Package plus installation Lettering Signs Fast Truck Mounted electrical charging system

5,625 1800

1500

Package Total 69,897

Good morning Doug,

Based on the photos sent - I would ballpark the vehicle decal package installed between

\$1,200 - \$1,800 using 3M reflective vinyl material.

When we can physically see and measure the vehicle I will give you a hard quote on the job.

Thank you - Tony

Doug Mills Cherokee County N.C. EMS Chief 0-828-837-7352-0pt.2 C-706-781-5492

Building PRIDE in ourselves and our Service

\$0.00

\$59,535.95

\$1,786.08

\$1,786.08

\$61,322.03

\$0.00

Subtotal Trade-In

Taxable Price

Subtotal Taxes

Total Sales Price

Subtotal Post-Tax Adjustments

3.00%

	√Vehicle Complete
	linvoice
	\$38,987.20
	\$1,595.00
	\$0.00
	\$8,563.10
Subtotal	\$49,145.30
	\$18,340.65
Subtotal Pre-Tax Adjustments	\$18,340.65
0.52%	\$350.00
	(\$8,300.00)
Subtotal Profit	(\$7,950.00)
	\$59,535.95
	\$0.00
	Subtotal

QUOTE

McLoughlin & Eardley Group, Inc. (dba)

SIRENNET.COM

PO Box 91129 Portland, OR 97291 Phone: (888) 959-0911 Fax: (888) 999-6183 http://www.sirennet.com Tax ID #: 93-1171266

SOLD TO:

Jonathan King 71 King Street Murphy, NC 28906 United States SHIP TO: Jonathan King 71 King Street

Murphy, NC 28906 United States

CUSTOMER P.O. Quote	SHIP VIA UPS GF		TERMS Prepaid			CONFIRM TO	
ITEM NUMBER	S/D	DS	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
*WHGB2DDDD	, D	N	1	0	0	2,316.47	2,316.47
Whelen 54" Legacy DU	IO WC					,	_,
Front & Corners =	: R/W, Rear =	R/A					
*WHMKAJ91	D	N	1	0	0	0.00	0.00
Adjustable Mount Kit 91 For 2019 Silverad			·				
WH295SLSA6	s	N	1	0	0	436.80	436.80
295SLSA6 Siren/Contro	ol Center		WHSE: 111				100.00
WHSA315P	s	N	2	0	0	179.99	359.98
Whelen 100 Watt Proje	ctor Seri		WHSE: 111				550100
WHSAK1	S	N	2	0	0	21.39	42.78
WHSA315P Universal E	Bracket		WHSE: 111				
WHI3KC	D	N	4	0	0	125.45	501.80
Red/Amber/White ION	TRIO Linea		WHSE: 111				
WHI2D	S	N	. 8	0	0	105.95	847.60
Red/White ION Duo Lin	ear LED L		WHSE: 111				
WHIONK1B	S	N	4	0	0	23.80	95.20
Black Swivel Mount for	ION		WHSE: 111				
WHM7RC	D	N	2	0	0	148.85	297.70
Red M7 LED w/ Clear L	ens		WHSE: 111				
*GJ7170-0237-03	D	Υ	1	0	0	488.86	488.86
Chevrolet/GMC Truck C		Nirina Chas	e Kit				

With Cup Holder, Armrest, and Wiring Chase Kit

Continued

QUOTE

McLoughlin & Eardley Group, Inc. (dba)

SIRENNET.COM

PO Box 91129 Portland, OR 97291 Phone: (888) 959-0911 Fax: (888) 999-6183 http://www.sirennet.com Tax ID #: 93-1171266

Order Number: 0241052 Order Date: 6/28/2019 Expiration Date: 7/28/2019 Salesperson: Jason Salesperson #: 2090 Customer Number: 8286002 Online Order: SN-

SOLD TO:

Jonathan King 71 King Street Murphy, NC 28906 United States

SHIP TO:

Jonathan King 71 King Street Murphy, NC 28906 United States

CUSTOMER P.O. Quote	SHIP VIA UPS GF		TERMS Prepaid		CONFIRM TO		
ITEM NUMBER	S/D	DS	ORDERED	SHIPPED	BACK ORDER	PRICE	AMOUNT
GJ7140-0307 Equipment Bracket	D	Υ	1 WHSE: 004	0	0	0.00	0.00
Whelen 295SLSA6 F	aceplate						
*GJ7160-0587	D	Υ	1	0	0	0.00	0.00
Equipment Bracket Motorola XPR 5550			•				0,00
*GJ7160-0406	D	Υ	1	0	0	0.00	0.00
Equipment Bracket					•	3733	0.00
EF Johnson VM900	Self Contai	ned					
*GJ-BLANKS	D	Y	1	0	0	0.00	0.00
Fill as needed							0.00
/FREIGHT		N	1	0	0	237.81	237.81
Includes all frt. on above S	SO#						201101

Terms and Conditions

1. Prices Quoted are net and no further discounts apply

2. Terms for pre-approved credit accounts are Net 30. Payment with order is required for all Customers outside of the United States.

3. Freight charges are in addition to the amounts listed above unless free freight is noted

4. Prices are subject to approval at the time of ordering
5. Written acceptance of quote is required prior to the order being placed.

6. Product warranty is held by the manufacturer

7. Adjustments to quantity will affect the pricing structure of the quote

8. Please contact us directly regarding returns, (888) 959-0911, info@sirennet.com

9. We are not responsible for typographical errors or manufacturer pricing errors.

10. Quote expires in 30 days.

Net Order:

5,625.00

Order Total:

5,625.00



Knapheide Truck Equipment - Griffin 2570 N Expressway

Griffin GA 30223 Phone: 770-227-4688 770-227-0106

atlanta.knapheide.com

QUOTATION

Quote ID: JH00001399-1

Page 1 of 2

Customer: JACKY JONES CHEVROLET

PO BOX 939/4226 US HWY 64 W MURPHY NC 28906

Contact: J.R. CARROLL

Phone: 1-828-837-2322 Fax: 1-828-837-6599

Quote Number: JH00001399-1

Quote Date: 7/8/2019 Quote valid until: 8/7/2019

Prepared

tandrew

Salesperson: Rick Holt

PO#:

Ву:

Enduser:

Make: CHEVROLET	Model: SILVERADO 2500	Year: 2020	Single/Dual: SRW	
Cab Type: CREW	Wheelbase: 168.0	Cab-to-Axle: 56.0	VIN:	

QTY.	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1		GA Municipal Service Body	\$5,389,00	\$5,389.00
1	MUNI 696-K	MODEL 696 SERVICE BODY PAINTED SINGLE STAGE WHITE 8' SERVICE BODY FITS 56CA SRW CHASSIS		
1		ELECTRIC LOCKS - FACTORY INST	\$978.71	\$978.71
1	INTEGRATE CAB LOCKS	INTEGRATE KNAPLOCKS WITH CAB ELECTRIC LOCKS		
1	KNAP 77009017	LOCK, POWER, INSTALLED 600 SERIES 80" 82" 96" AND 108" SERVICE BODIES		
1		8 AND 9 FT BODY LED COMPARTMENT LIGHT	\$907.82	\$907.82
12	BUYE 5623755	36"LED ROPE LIGHT COOL	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	Ψ-01.02
1	BUYE 6391100	SWITCH ROCKER 12VDC ON/OFF RED		
1			\$2,827.00	\$2,827.00
1	CSW2012	SENSATA CSW2012 INVERTER INSTALLED		
		DIMPED		
	KNIAD 00050040	BUMPER CALVA ODID 7011		
1	KNAP 26050013	BUMPER,GALVA-GRIP,78" NO COMPACT, LOOSE		
1		ADD CAMERA SYSTEM / ADD ON OR FACTORY PROVIDED	\$337.62	\$337.62
1	NAGY 250-8641-B	CHEVROLET PLUG N PLAY CAM MIRROR MOUNT		
1	KNAP TSR96J	ROOF,TELESCOPIC SLIDING,2 SECT INSTALLED, 96 BODIES	\$1,876.12	\$1,876.12
		All Units are in prime paint and have stainless twist latch on rear door. Standard TSR models are compatible with slam tailgate.		
1	GFI OUTLET	GFI OUTLET INSTALLED	\$157.85	\$157.85
1	CG1000-9244	CARGO GLIDE - 1000 LB. CAPACITY	\$1,560.99	\$1,560.99
1	RAMS 109194	PATRIOT PROFILE 12000 12K WINCH	\$2,190.00	\$2,190.00
1	RAMS 295839	GRILL GUARD	\$1,595.00	\$1,595.00
1	RAMS 295845	BRUSH GUARD	\$520.54	\$520.54
			Quote Total:	\$18,340.65



Knapheide Truck Equipment - Griffin 2570 N Expressway

Griffin GA 30223 Phone: 770-227-4688 770-227-0106

atlanta.knapheide.com

QUOTATION

Quote ID: JH00001399-1

Page 2 of 2

QTY PART NUMBER DESCRIPTION UNIT PRICE	AMOUNT
Discount:	\$0.00
Total Due(Sales tax not included):	\$18,340.65

The following options may be added:

QUANTITY DESCRIPTION	PRICE EACH	A BAT XI INI T	ADD TO QUOTE
			Yes / No

Notes:

QUOTE BASED ON CHASSIS (BED DELETE) AND DOES NOT INCLUDE TRANS FUEL KIT OR BED REMOVAL, WILL NEED TO ADD THESE ITEMS IF BED REMOVAL

CHEROKEE COUNTY EMS

This Quote is subject to the following terms and conditions:

Pricing Policy

- Price Quotation is good on orders received through the expiration date.
- Pricing quoted applies to chassis make/model originally provided and quantity quoted. Any change may result in price change.
- Orders are subject to all applicable state, local and federal excise taxes. Applicable taxes will be applied on final billing to customer upon completion of order.

Payment Policy

- Payment Terms are due upon receipt of signed quote unless prior credit agreement has been established at the time of order.
- Payment terms for customers with an established credit account will be Net 30 from date of invoice.
- Knapheide has right to assess late charges at 1.5% per month on all invoices that are 60 days or more past due.

Return Policy

All sales are final. Purchased parts or products are non returnable.

Cancellation Policy

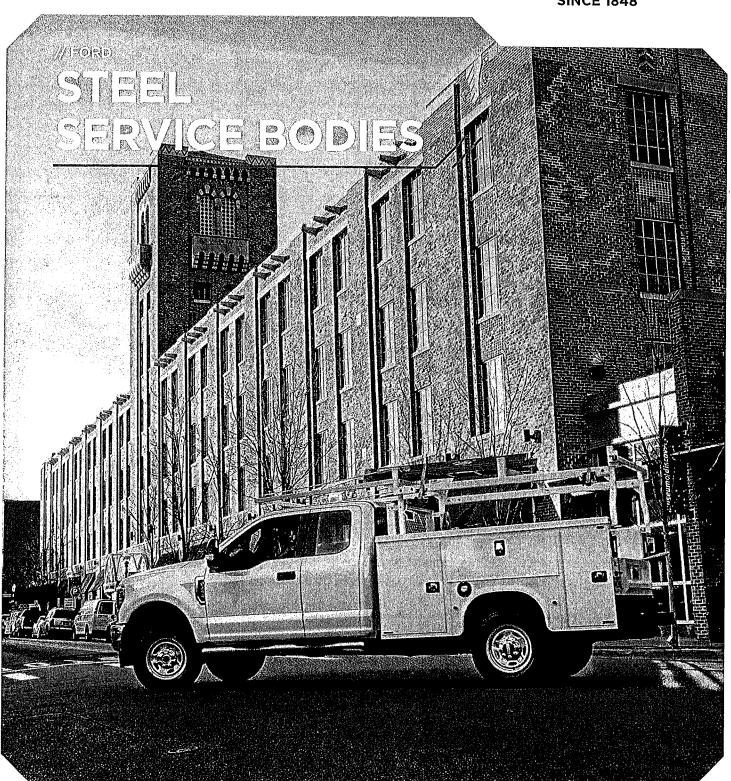
Payment is due in full upon cancellation of any orders for non-stocked parts or products (provided part/product has been ordered by Knapheide) and upon cancellation of installation orders, once product installation has begun.

Customer agrees and understands this Quote is an offer to sell subject to the terms and conditions above and any additional terms or modifications are hereby objected to, unless mutually agreed upon in writing by Customer and Knapheide. The undersigned represents and warrants that he/she is duly authorized to sign below on behalf of Customer and thereby accepts offer and Knapheide will begin processing the order.

Customer must fill out the information below before the order can be processed...

Signature & Print Accepted by:	
Date:	
P.O. number:	

SINCE 1848



STEEL SERVICE BODIES

With a rugged steel construction and external storage for your tools and equipment, the Service Body is a key component in your day-to-day productivity.

The external compartments offer protection from outside elements and allow technicians to access their equipment without having to climb into the truck bed.

Staying organized both on and between job sites is important. Get maximum efficiency with a Knapheide Service Body.



STANDARD SHELVING

All Knapheide Service Bodies come with the following standard shelving units:

- Two adjustable divider shelves and dividers, in the street and curb side front vertical compartments (1st and 2nd vertical 132" bodies only)
- One adjustable divider shelf and dividers in the street and curb side full height rear vertical compartments
- · One adjustable divider shelf and dividers in the curb side horizontal compartment

REQUEST A QUOTE

Visit **knapheide.com/quote** and fill out the form to receive a quote and additional product information.

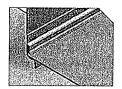
STANDARD FEATURES



A Features 14-gauge, two-sided A-40 galvanneal steel shell



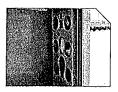
H Features double-shell, 20-gauge, two-sided A-40 galvanneal steel compartment doors



B Exclusive "Return Flange" floor design provides support



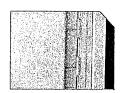
Automotive-quality, rotary-style latches make opening and closing easy



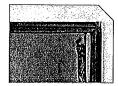
C Interior light guards protect recessed lighting and wiring



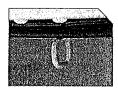
J Interior cover protects internal latch from damage



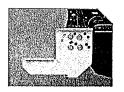
Ocontinuous stainless steel hinges are pry-proof and corrosion-resistant



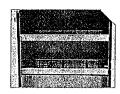
K Neoprene door seals protect compartments from the weather



E Adjustable security ring strikers provide a weather-tight seal



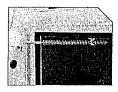
L Quick-mount installation allows for fast, safe mounting



Includes 250-lb. capacity adjustable divider shelves



M Includes slam-lock tailgate with one-hand center release



G Double-spring overcenter door retainer eliminates involuntary door swing



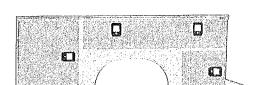
N Upgraded surface mount lighting system features LED S/T/T and B/U, LED strobe option* with (8) selectable patterns, and built-in reflectivity for additional safety**

*Additional wire harness required for strobe lights **Covered under 3-year limited warranty

// E-COAT PROTECTION:

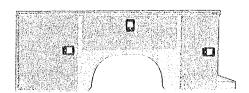
Electrodeposition prime-paint system provides superior corrosion resistance

COMPARTMENT CONFIGURATIONS



// 500 SERIES COMPARTMENTS

The 500 Series Service Bodies feature a horizontal compartment that stretches from the first vertical compartment to the end of the body with a small, rear lower compartment.

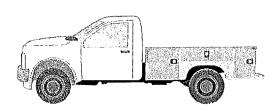


// 600 SERIES

The 600 Series Service Bodies feature a horizontal compartment that is positioned over the wheel well and one vertical compartment in the front of the body and one at the rear of the body.

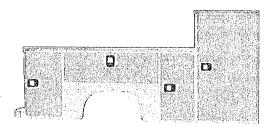
// 700 SERIES COMPARTMENTS

The 700 Series has 500 Series configuration on the curb side and 600 Series on the street side.



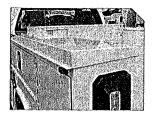
// LOW PROFILE

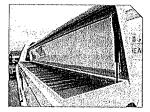
Low Profile Bodies, denoted by "LP", offer greater visibility from the cab while only sacrificing 4" of the body height compared to a standard Service Body.



// RAISED FRONT COMPARTMENTS

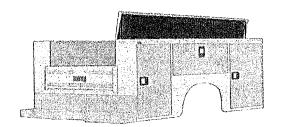
Raised front vertical compartment configuration raises the curb side front vertical compartment to 60" tall.





// FLIP TOP COMPARTMENTS

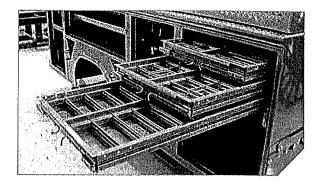
Flip Tops, denoted by "F", allow for greater internal storage, organization and flexibility. Knapheide Flip Tops have a slammable top lid door and a convenient one-hand release located in the horizontal compartment.



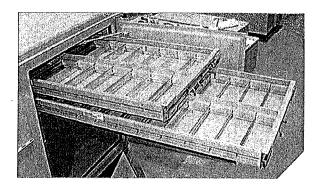
// PLUS 50 COMPARTMENTS

Plus 50 models feature a transverse compartment in the curb side front vertical extending to the street side compartment in the back. Plus 50 models have 50% more effective storage capacity.

Depending on body model, compartments have either two or three drawers, 59" or 69" long. All drawers are rated for 250-lb. and have dividers every 4".



THREE-DRAWER UNIT

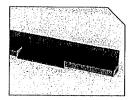


TWO-DRAWER UNIT

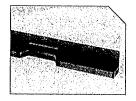
POPULAR OPTIONS

// BUMPERS

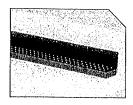
Knapheide bumpers are constructed with work in mind. With three configurations, we have a bumper for every need. Select bumpers available with Knapliner coating for additional grip and durability.



STEP BUMPERS



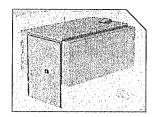
HITCH RECESS BUMPERS



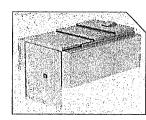
STRAIGHT BUMPERS

// CANOPY ROOF

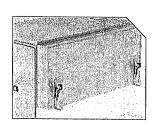
The canopy roof option allows you to fully enclose your cargo area. Canopy roofs are available in three heights, straight sides, and with stationary or telescopic roofs. For a tapered-side one-piece body design, take a look at our KUVcc product line.



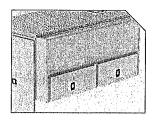
STRAIGHT SIDES



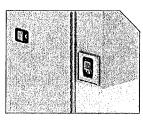
TELESCOPIC ROOF



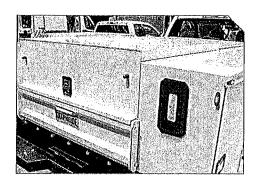
SIDE LADDER RACKS



SIDE ACCESS DOORS

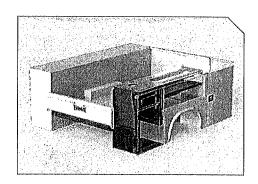


REAR ACCESS DOOR



// TELESCOPIC SLIDING ROOF

Telescopic sliding roofs offer a robust enclosure for the cargo space of your Service Body, allowing you to protect your tools and equipment from theft and weather.



// CRANE REINFORCEMENT KIT

The crane reinforcement kit option allows you to incorporate a crane up to 4,000 lb. capacity (16,000 ft-lb. max.) onto the rear curb side corner of your body.

// RACKS

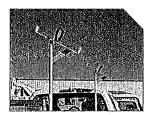
Adding a rack to your Service Body increases your storage space by getting your ladders and other long tools or equipment up and out of the way, making room to haul more items in your cargo area.



KNAPHEIDE UTILITY RACK



OVERCAB MATERIAL RACK (KARGO MASTER)



SIDE MOUNT LADDER RACK

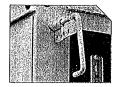


OVERHEAD LADDER RACK

NOT PICTURED (APPLIES TO SIDE MOUNT & OVERHEAD LADDER RACKS):

• LADDER RACK ROLLERS LADDER RACK RAILS

// SECURITY



MASTER LOCKS

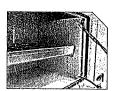


POWER LOCKS

// LIGHTING

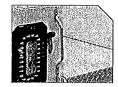


FRONT STROBE

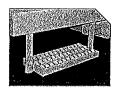


LED COMPARTMENT LIGHTS

// SAFETY



GRAB HANDLES



CABLE STEPS

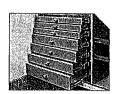


FLEX STEPS

// STORAGE/ORGANIZATION



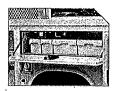
ALUMINUM DRAWERS



STEEL DRAWERS

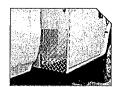


WHEEL CHOCK HOLDER -FENDER SKIRT



SORTIMO COMPARTMENT STORAGE/MOBILITY

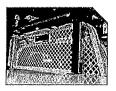
// EXTERIOR OPTIONS



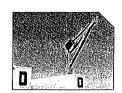
ROCK GUARDS



ALUMINUM TREAD PLATE TRIM KITS



MODULAR CAB GUARD



MOUNTING KITS FOR REMOVABLE CRANE (SPITZLIFT)

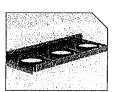
// SHELVES



PULL-OUT SHELVES

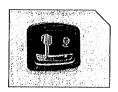


PULL-OUT TRAY

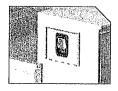


METER TRAY WITH HOLES

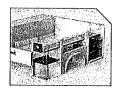
// DOOR OPTIONS



SINGLE POINT OR THREE POINT T-HANDLE

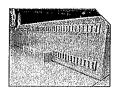


REAR ACCESS DOOR



REAR ACCESS DOOR WITH FULL-LENGTH SHELF

// CARGO AREA



E-TRACK & ACCESSORIES



BOTTLE GAS RETAINER



CARGO TIE-DOWNS

// SERVICE BODY PACKAGES

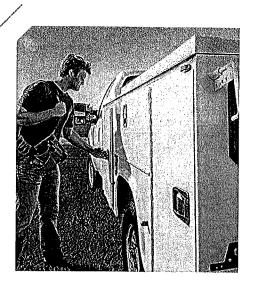
Need your work truck fast? These preconfigured packages are built for quicker delivery to you. Ask your Knapheide rep for more information.

1848 PACKAGE

- · Painted white
- Lights installed and wired
- Power locks installed
- LED compartment lights installed
- Sortimo BOXX package in left horizontal compartment
- Aluminum tread plate rock guards and tailgate trim installed

PIONEER PACKAGE

- Painted white
- · Lights installed and wired
- Masterlocks installed
- Aluminum tread plate rock guards installed
- Aluminum tread plate trim kit installed: includes tops of compartments and tailgate



COMMITMENT TO CORROSION RESISTANCE

Corrosion won't be a concern when you buy quality Knapheide products.

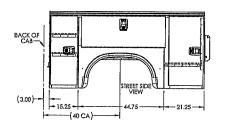
To give you the best corrosion protection on our steel bodies, we utilize a state-of-the-art, custom-designed, 12-step, SST cathodic electrodeposition finishing system, called "E-Coat."

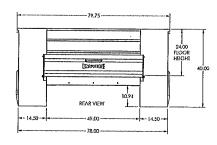
It bonds prime paint to steel by an electroplating process to give you a superior coat of primer, resulting in better corrosion protection compared to spraying methods.

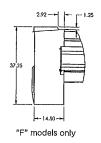
// 40" CA SINGLE REAR WHEEL

MODEL	TIMPE	HEIGHT	WEIGHT
680	Standard	40"	964 lb.
680LP	Low Profile	36"	904 lb.
680F	Flip Top (L)	37,25"	1,009 lb.
680F40	Flip Top (H)	41.25"	1,069 lb.

THRUCK	CAE	GVAVIRI .
X2A/X2B	Super	10,000 lb,
W2A/W2B	Crew	10,000 lb.
X3A/X3B	Super	10,000/11,500 lb.
W3A/W3B	Crew	10,000/11,500 lb.





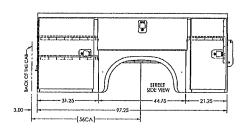


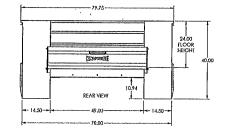
// 56" CA SINGLE REAR WHEEL

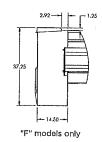
LEGOM	TYPE	समित्रम	WEIGHT
696	Standard	40"	1,111 lb.
696LP	Low Profile	36"	1,060 lb.
696F	Flip Top (L)	37.25"	1,183 lb.
696F40	Flip Top (H)	41.25"	1,234 lb.
696D38*	√ Standard	40"	1,153 lb.
696D38LP*	Low Profile	36"	1,100 lb.
696D38F*	Flip Top	37.25"	1,223 lb.

JANUAR -	GAB	GVAWR
F2A/F2B	Regular, Gas	9,800/10,000 lb.
X2A/X2B	Super	9,900/10,000 lb.
W2A/W2B	Crew	9,900/10,000 lb,
F3A/F3B	Regular, Gas	10,000/11,500 lb.
X3A/X3B	Super	10,000/11,500 lb.
W3A/W3B	Crew	10,900/11,500 lb.

*D38 models denote 38" wide floor and 20" deep compartments



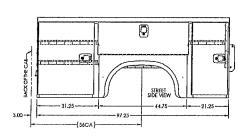


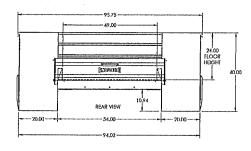


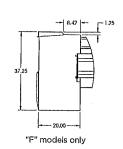
// 56" CA DUAL REAR WHEEL

MODEL	TVPE	HEIGHT	** WEIGHT
696D54	Standard	40"	1,288 lb.
696D54LP	Low Profile	36"	1,234 lb.
696D54F	Flip Top (L)	37.25"	1,357 lb.
696D54F40	Flip Top (H)	41,25"	1,412 lb.

TRIVER	GAE	GYXYR
F3C/F3D	Regular	11,800/13,000 lb.
X3C/X3D	Super	12,200/13,000 lb.
W3C/W3D	Crew	12,600/13,000 lb.



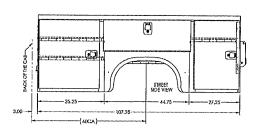


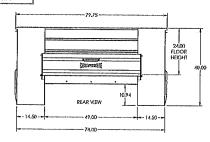


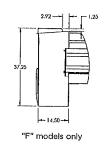
// 60" CA SINGLE REAR WHEEL

MODEL	TYPE	HEIGH	Material
6108	Standard	40"	1,238 lb.
6108LP	Low Profile	36"	1,176 lb.
6108F	Flip Top (Ĺ)	37.25"	1,311 lb.
6108F40	Flip Top (H)	41.25"	1,374 lb.

भारणेबर	CAB	GXXXX);
F3E/F3F	Regular	9,800/11,500 lb.
X3E/X3F	Super, Gas	9,800/11,500 lb.
W3E/W3F	Crew	10,900/11,500 lb.





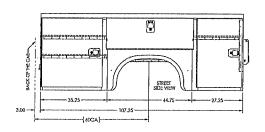


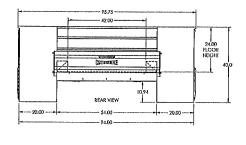
// 60" CA DUAL REAR WHEEL

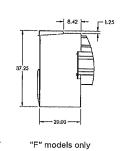
MODEL	TIMPE	GERENIO E	Higiew
6108D54	Standard	40"	1,399 lb.
6108D54LP	Low Profile	36"	1,366 lb.
6108D54F	Flip Top (L)	37,25"	1,471 lb.
6108D54F40	Flip Top (H)	41,25"	1,530 lb.
6108XW*	Standard	40"	1,363 lb.
6108XWF*	Flip Top	37.25"	1,434 lb.

^{*}XW models denote 65" wide floor and 14.5" deep compartments

TH:UGK	, GAB	GVWR
F3G/F3H	Regular	14,000 lb.
X3G/X3H	Super	14,000 lb.
W3G/W3H	Crew	14,000 lb.
F4G/F4H	Regular	15,000/16,500 lb.
X4G/X4H	Super	15,000/16,500 lb.
W4G/W4H	Crew	15,000/16,500 lb.
F5G/X5H	Regular	17,950/19,000 lb.
X5G/X5H	Super	17,950/19,000 lb.
W5G/W5H	Crew	17,950/19,000 lb.



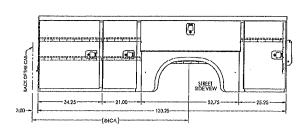


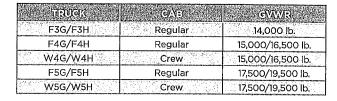


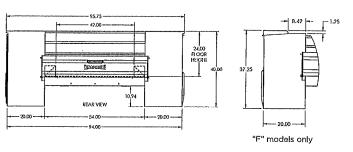
// 84" CA DUAL REAR WHEEL

Webbar	TYPE	រដ្ឋានទៅក	WEIGHT
6132D54	Standard	40"	1,704 lb.
6132D54LP	Low Profile	36"	1,626 lb.
6132D54F	Flip Top (L)	37.25"	1,791 lb.
6132D54F40	Flip Top (H)	41.25"	1,863 lb.
6132XW*	Standard	40"	1,656 lb.

^{*}XW models denote 65" wide floor and 14.5" deep compartments







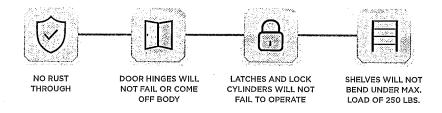
NEVER SETTLE

If you are going to be a leader, it takes more than building a high-quality product. It means never being totally satisfied with that product, no matter how high quality it may be. It requires constant vigilance and a willingness to take a chance on something new. And it means exceeding expectations every time. As the industry changes, one thing never will—our commitment to making customers like you as productive and efficient as possible. We know you don't settle, and we don't either. That's why we want you never to settle for anything less than Knapheide on the back of your truck.

Knapheide. Never settle.

SIX-YEAR, LIMITED WARRANTY

STEEL SERVICE BODIES



Visit www.knapheide.com/warranty for more information.



The Knapheide Manufacturing Company 1848 Westphalia Strasse | Quincy, IL 62305

217-222-7131 www.knapheide.com





CHEROKEE COUNTY BOARD OF COMMISSIONERS

REQUEST TO BE ON AGENDA

DATE: 12-2 2019 TIME: 1:30 Pm

NAME: Roberta Feldman

ADDRESS: 621 D. Jefacy Viail- Gtaugustide, F/. 32092.

PHONE: 904-759 4671

DETAILED REASON FOR REQUESTING TO SPEAK TO THE BOARD:

Questioning A Charge I received 12/2/2018 Regarding & pijl skon 2018 ashigh I Never Received. I WAS Hever Notified About This Amount Until this Day. Cheroke tox Notice Ship it was sent to an Aurross Thad Just Before my hos hand when dingosed with methodalowa in 2018 I sold this home at 84 Soltode LA. Murphy A. C - and the Truck within months, the died. In 2013. I DON'T KNOW OF ANY BOTH TO See 1 it is wrong requests MUST BE RECEIVED BY NOON ON THE WEDNESDAY PRIOR TO THE MEETING ON THE FOLLOWING MONDAY.

DEPENDING ON THE LENGTH OF THE AGENDA, YOUR REQUEST MAY BE POSTPONED TO A FUTURE MEETING.

BY FRIDAY BEFORE THE MONDAY MEETING, YOU WILL BE NOTIFIED BY TELEPHONE OF WHAT TIME YOU HAVE BEEN PLACED ON THE AGENDA, OR YOU CAN CALL THE COUNTY MANAGERS OFFICE AT (828) 837-5527.

ATTACHMENTS MAY BE INCLUDED

CONTINUE & I OSSORED TO PRY THE BILL OLEN THOUGH I STORED ANYTHING AND THAT THE EXCEPT Was IN GUITE OF BAD STORE I MIS AS LETE.

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BOEN NOTISIED ATTIME Retween 2012 & 2019 I Am SURE OF SOLICE SOLYS.

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§ 105-380. No taxes to be released, refunded, or compromised.

(a) The governing body of a taxing unit is prohibited from releasing, refunding, or compromising all or any portion of the taxes levied against any property within its jurisdiction except as expressly provided in this Subchapter.

(b) Taxes that have been released, refunded, or compromised in violation of this section shall be deemed to be unpaid and shall be collectible by any means provided by this Subchapter, and the existence and priority of any tax lien on property shall not be affected by the unpath or irred release and priority of any tax lien on property shall not be affected by

the unauthorized release, refund, or compromise of the tax liability.

(c) Any tax that has been released, refunded, or compromised in violation of this section may be recovered from any member or members of the governing body who voted for the release, refund, or compromise by civil action instituted by any resident of the taxing unit, and when collected, the recovered tax shall be paid to the treasurer of the taxing unit. The costs of bringing the action, including reasonable attorneys' fees, shall be allowed the plaintiff in the event the tax is recovered.

(d) The provisions of this section are not intended to restrict or abrogate the powers of a board of equalization and review or any agency exercising the powers of such a board.

(e) (Expires July 1, 2016) The governing body of a municipality shall release any tax levied under this Subchapter, without application from the taxpayer being required, on property that was within the corporate limits of the municipality for six months or less prior to deannexation from the municipality, and for which no notice of the tax has yet been sent to the taxpayer. The release shall be made in accordance with the provisions of this Article. (1901, c. 558, s. 31; Rev., s. 2854; C.S., s. 7976; 1971, c. 806, s. 1; 1973, c. 564, s. 2; 2013-19, s. 1.)

G.S. 105-380 Page 1

PROCLAMATION Recognizing January 2020 as National Radon Action Month in Cherokee County, NC

WHEREAS, radon is a colorless, odorless, radioactive gas that may threaten the health of our citizens and their families; and

WHEREAS, radon is the second leading cause of lung cancer in the U.S. and is the leading cause of lung cancer in non-smokers; and

WHEREAS, the National Academy of Sciences estimates that up to 21,000 lung cancer deaths occur in the United States each year; and

WHEREAS, radon is found in one in 15 homes across the U.S. have elevated radon levels; and

WHEREAS, any home may have elevated levels of radon, even if neighboring homes do not, and living in a home with an average radon level of 4 picocuries per liter of air poses a similar risk of developing lung cancer as smoking half a pack of cigarettes a day; and

WHEREAS, testing for radon is simple and inexpensive and there are control measures that can be taken to correct and reduce exposure; and

WHEREAS, Cherokee County, the U.S. Surgeon General, the U.S. Environmental Protection Agency, the NC Department of Health and Human Services' NC Radon Program and the North Carolina Advisory Committee on Cancer Coordination and Control support efforts to encourage homeowners to test their homes for radon and take action to abate radon presence; and

WHEREAS, Cherokee County seeks to raise awareness of radon risk for the safety and health of its citizens; and

WHEREAS, a proclamation of National Radon Action Month is an opportunity to raise awareness and educate citizens on available resources to help them minimize their risk of radon exposure.

NOW, THEREFORE, the Cherokee County Board of Commissioners do hereby proclaim JANUARY 2020 as National Radon Action Month in Cherokee County, North Carolina.

Chairman, Cherokee County Board of Commissioners



August 23, 2019

Dear Commissioner,

Thank you for your service to the people of your county, the state and yes, our nation. The League of Women Voters, a non-partisan organization that includes women and men, founded in February, 1920, has as its mission "Empowering Voters. Defending Democracy". We strongly advocated then and now for full participation in the voting process and educating voters on the issues.

This year marks the one hundredth anniversary of the passage of the 19th Amendment to the US Constitution giving women the vote. As you are aware, it had to be ratified by two-thirds of the states and this was not accomplished until August 18, 1920, when Tennessee cast its vote of support. Tennessee was the last of 36 states to ratify and had it not been for a young East Tennessee lawyer member of the House of Representatives, who after receiving a letter from his widowed mother imploring him to vote for suffrage, changed his vote on the third reading of the bill, the 19th amendment would not have been ratified at that time. This is but one historic example of the importance of one vote; one elected official who dared to be courageous and do that which is just and right.

Leagues across the country, along with numerous other organizations, will be commemorating this 100th anniversary throughout 2020. The League of Women Voters of North Carolina invites you to be a part of this most important commemoration specifically through the passage of the attached resolution. We believe this action will raise awareness of the importance of voting and increase understanding that the vote did not come easily to many. Your action will also provide the opportunity to enhance civic education as well as reminding all of us of the privilege we enjoy from living in a Democracy.

Your vote on the resolution may occur at a time of your choosing. We suggest that it be done in early 2020. If possible, please let me know when the vote will take place or if you need additional information as soon as possible. We will urge League members and friends in your surrounding area to be there at the time of your board's vote. Thank you for your consideration of our request to pass this important resolution.

Yours truly,

Mary Klenz, 100th Anniversary Committee lwvklenzm@gmail.com; 704-968-0664

Committee: Jo Nicholas, President, LWVNC, Willie Taylor, Vicki Boyer, Dorsey Harris



CHEROKEE COUNTY

75 Peachtree Street Murphy, NC 28906 828-837-5527

Randy Wiggins, County Manager Candy R. Anderson, CPA, Finance Officer Darryl R. Brown, County Attorney

Board of Commissioners

Gary Westmoreland, Chairman Roy Dickey, Vice-Chairman Cal Stiles, Member C.B. McKinnon, Member Dr. Dan Eichenbaum, Member

Whereas, an organized movement to enfranchise women began in July, 1848, at a convention in Seneca Falls, NY; and

Whereas, through the efforts of brave and courageous women referred to as suffragists who sacrificed family, their personal life and their financial resources for over seventy years to gain equal rights for women, especially the right to vote; and

Whereas, women and men, black and white, supported the woman's suffrage movement for women to gain the constitutional right of having a voice in making the laws that govern them; and

Whereas, the woman's suffrage movement led to the passage of the 19th Amendment to the Constitution of the United States in 1919; with ratification by the states by the summer of 1920; and

Whereas, the National Woman's Suffrage Association dissolved in 1920 to create the League of Women Voters of the US to register voters and educate all voters; and

Whereas, the League of Women Voters of North Carolina was launched on October 7, 1920, on the steps of the Guilford County Courthouse by Gertrude Weil, a politically active and tireless young woman from Goldsboro, NC; and

Whereas, more than 120,000 women were registered to vote in North Carolina by 1920; and

Whereas, women today constitute a majority vote in our state and the US and are running for office in higher numbers and more active in the election process than ever before in history.

NOW THEREFORE, BE IT RESOLVED, that the 100th anniversary of women gaining the right to vote and the founding of the League of Women Voters in the United States and in North



CHEROKEE COUNTY

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Carolina is recognized for the impact these historic accomplishments have on citizen engagement and the civic life of the community, the state and the nation.

Adopted this 6th day of January, 2020.
Chairman
Clerk to the Board